

15475

(16,417.)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1897.

No. 251.

**WILLIAM RICHARDSON, TRUSTEE, PLAINTIFF IN
ERROR,**

vs.

**THE LOUISVILLE AND NASHVILLE RAILROAD COM-
PANY AND M. H. SULLIVAN AND EMILY S. SULLI-
VAN, EXECUTOR AND EXECUTRIX OF D. F. SULLIVAN,
DECEASED.**

IN ERROR TO THE SUPREME COURT OF THE STATE OF FLORIDA.

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1 Be it remembered that on the 23rd day of June, A. D. 1894,
at a regular term of the supreme court of the State of Florida,
came the plaintiff in error, William Richardson, trustee, by counsel,
and filed in the clerk's office of the supreme court of the State
of Florida a transcript of the record of the proceedings and judgment
of the circuit court of Florida for Escambia county in a certain
cause wherein William Richardson, trustee, was plaintiff and
The Louisville & Nashville Railroad Company and M. H. Sullivan
and E. S. Sullivan, executor and executrix of D. F. Sullivan, deceased,
were defendants, and the writ of error to the judgment of the
circuit court therein rendered; which said writ of error and
transcript of the record of the cause aforesaid and subsequent
proceedings to judgment are in the words and figures as follows, to wit:

Plas in the circuit court of the State of Florida for the first judicial circuit, in and for the county of Escambia, in a certain cause therein wherein William Richardson, trustee, is plaintiff and M. H. Sullivan and Emily S. Sullivan, as executor and executrix of the estate of D. F. Sullivan, deceased, and The Louisville & Nashville Railroad Company are defendants.

Be it remembered that on the 27th day of July, in the year of our Lord one thousand eight hundred and seventy-seven, came William Richardson, trustee, plaintiff in the cause aforesaid, by C. C. Yonge and Wm. A. Blount, his attorneys, and filed in the clerk's office of the circuit court aforesaid his precepts and declaration in words and figures following, to wit:

Escambia County Circuit Court, August Rules, 1877.

WILLIAM RICHARDSON, Trustee of Mary C. Richardson, }
vs.
D. F. SULLIVAN. }

The clerk will please issue summons in ejectment against the defendant as above.

C. C. YONGE AND
WM. A. BLOUNT,
Attorneys for Plaintiff.

July 27th, 1877.

Escambia County Circuit Court, August Rules, 1877.

To wit:

William Richardson, trustee of Mary C. Richardson, by his attorneys, complain- of D. F. Sullivan, who has been summoned to answer him in an action of ejectment:

For that whereas the defendant is in possession of a tract or parcel of land situate, lying, and being in said county, known and de-

scribed as follows, to wit: Lots Nos. one, two, three, four, five, six, seven, eight, in square seven, and square forty-seven (47), containing four lots, and lots nine and ten, in square number ten, in the water front of Pensacola, according to the plan of said water front by James Harding, the said lots and parcels of land being
 3 on the projection of Tarragona street into the bay of Pensacola, to which said plaintiff claims title; and the defendant has received the profits of said land since the first day of April, A. D. 1876, of the yearly value of \$1,000.00, and refuses to deliver the possession of the said land to the plaintiff or to pay him the profits thereof.

C. C. YONGE AND
 WM. A. BLOUNT,
Attorneys for Plaintiff.

Ejectment for lots 1, 2, 3, 4, 5, 6, 7, 8, square 97; square 47, containing four lots; lots 9 and 10, in square 10, in water front of Pensacola, according to plan of James Harding.

(Indorsement:) William Richardson, trustee, vs. D. F. Sullivan. Filed July 27th, 1877. F. E. de la Rua, clerk et. et. C. C. Yonge and W. A. Blount, for plaintiff.

Whereupon a summons *ad respondendum* issued from the clerk's office, which, with the return and indorsement thereon, is in the words and figures following:

THE STATE OF FLORIDA, ss:

Escambia County Circuit Court.

To the sheriff of said county, Greeting:

We command you that you summons D. F. Sullivan to be
 4 and appear before the honorable the judge of our circuit court for the county of Escambia, at a court to be holden at the court-house, in the city of Pensacola, on the first Monday, being rule day and the 6th day of August, next, to answer the complaint of William Richardson, trustee of Mary C. Richardson, in an action of ejectment. Damages claimed, \$—. This you will in nowise omit, under the penalty of the law; and have you then and there this writ with your proceedings endorsed thereon.

Witness F. E. de la Rua, clerk of our said court, at the court-house aforesaid, this 27th day of July, A. D. 1887.

F. E. DE LA RUA,
Clerk Circuit Court.

Description of property sued for: Lots 1, 2, 3, 4, 5, 6, 7, 8, square 97; square 47, consisting of four lots; lots 9 and 10, in square 10, in water front of Pensacola, according to plan of James Harding.

(Return.)

Came to hand July 27th, 1877, and executed the same day by serving a copy of the within summons on D. F. Sullivan.

M. H. HUTCHINSON, *Sheriff*.

Pensacola, July 27th, 1877.

(Indorsements:) Wm. Richardson, trustee Mary C. Richardson, vs. D. F. Sullivan. Writ issued July 27th, 1877.

5 And afterwards, to wit, on the 3rd day of September, in the year of our Lord one thousand eight hundred and seventy-seven, the defendant, by his attorneys, filed in the clerk's office aforesaid his plea in the words and figures following:

In the Circuit Court of the First Judicial Circuit of the State of Florida for Escambia County.

WILLIAM RICHARDSON, Trustee of Mary C. Richardson, }
vs.
D. F. SULLIVAN. }

And the defendant, by his attorneys, R. L. Campbell and G. A. Stanley, for plea to the plaintiff's declaration says the plaintiff has no title to the lots described in his declaration or any of them; and this the defendant is ready to verify. Wherefore he pays judgment, &c.

R. L. CAMPBELL AND
G. A. STANLEY,
Attorneys for Defendant.

STATE OF FLORIDA, }
Escambia County. }

Martin H. Sullivan, the agent of the defendant in the above-stated case, being duly sworn, says that the foregoing plea is true.
M. H. SULLIVAN.

Sworn to and subscribed before me this 3rd September, A. D. 1877.

6

[SEAL.]

W. D. MACLAY,
Notary Public.

The plaintiff joins issue on the above plea.

C. C. YONGE AND
WM. A. BLOUNT,
Attorneys for Plaintiff.

July 19th, 1879.

(Indorsement:) William Richardson, trustee, &c., vs. D. F. Sullivan. Ejectment. Action of ejectment. Filed September 3rd, 1877. F. E. de la Rua, clerk. G. A. Stanley and Richard L. Campbell, attorneys for defendant.

And afterwards, to wit, on the 23rd day of April, in the year of our Lord one thousand eight hundred and eighty-six, the following agreement was made and filed, to wit:

WILLIAM RICHARDSON, as Trustee of Mary C. Richardson,	} Ejectment.
<i>vs.</i>	
M. H. SULLIVAN and EMILY S. SULLIVAN, as Executor and Executrix of D. F. Sullivan, Dec'd.	

By consent of the parties to this action, the Louisville & Nashville Railroad Company is, upon its application by its attorneys, Gaylord B. Clark and Richard L. Campbell, made a party defendant to the action as to the premises described in the plaintiff's
7 declaration, of which it is in possession and to which it claims title, except as to that portion of block 47 of which the said executor and executrix admit themselves to be in possession, the said Louisville & Nashville Railroad Company claiming title under the Pensacola Railroad Company, which derived its title under the Pensacola & Louisville Railroad Company. And the said Louisville & Nashville Railroad Company shall within sixty days plead to said action.

(Indorsement :) Richardson *vs.* Sullivan. Agreement. Filed and entered by consent April 23rd, 1886. F. E. de la Rua, clerk.

And afterwards, to wit, on the 6th day of December, in the year of our Lord one thousand eight hundred and eighty-six, the defendant, The Louisville & Nashville Railroad Company, filed its pleas in said cause in words and figures following:

Circuit Court, State of Fla., Escambia County.

WILLIAM RICHARDSON, as Trustee of Mary C. Richardson,	}
<i>vs.</i>	
LOUISVILLE & NASHVILLE RAILROAD COMPANY.	

The defendant, by Gaylord B. Clark and R. L. Campbell, its attorneys, for plea to the plaintiff's declaration says it is not guilty of the wrong and injury therein mentioned.

8	GAYLORD B. CLARK AND
	RICHARD L. CAMPBELL,
	<i>Attorneys for Defendants.</i>

STATE OF FLORIDA, }
Escambia County. }

E. O. Saltmarsh, agent of the above-mentioned defendant, being duly sworn, says he believes the foregoing plea to be true.

E. O. SALTMARSH.

Sworn to and subscribed before me this 30th day of November, A. D. 1886.

[SEAL.]

J. M. ROBERTS, N. P.

(Indorsement :) W. Richardson, trustee, &c., vs. Louisville & Nashville Railroad Company. Pleas. Filed December 1st, 1886. F. E. de la Rua, clerk circuit court.

And afterwards plaintiff filed a replication to defendant's said plea, taking issue thereon; which said paper has been misplaced and cannot be found.

And afterwards, to wit, on the — day of April, in the year of our Lord one thousand eight hundred and ninety-four, at a term of the circuit court of the first judicial circuit in and for the county aforesaid, held at the city of Pensacola, came the said plaintiff and 9 the said defendants, by their respective attorneys, and thereupon came a jury, to wit, Ben. de la Rua, Chas. Le Baron, Frank Hatton, W. M. Holland, W. W. Syfan, and J. George White, who, being duly elected, tried, and sworn the truth to speak upon the issues joined, having heard the evidence, the charge of the court, and the argument of counsel, and having considered of their verdict, upon their oaths do say: "We, the jury, find for the defendant."

And upon the same day, to wit, on the — day of April, in the year of our Lord one thousand eight hundred and ninety-four, the judgment of the court upon the said verdict was entered in the words and figures following, to wit:

"Wherefore it is considered by the court that the defendant do have and recover of and from the plaintiff the sum of \$— costs in and about their said suit expended and have execution therefor."

And after the expiration of said term, to wit, on the 16th day of June, in the year of our Lord one thousand eight hundred and ninety-four, by virtue of a special order to that effect made, the said plaintiff made up and tendered his bill of exceptions, which were settled and signed by the judge and ordered to be made a part of the record; which said bill of exceptions is in the words and figures following, to wit:

10 In the Circuit Court of Florida, First Judicial Circuit, Sitting in and for the County of Escambia, April Term, A. D. 1894.

Be it remembered that at the said term of said court a cause therein pending, wherein William Richardson, trustee, was plaintiff and The Louisville & Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, as executor and executrix of the estate of D. F. Sullivan, deceased, were defendants, came on to be heard before the Honorable W. D. Barnes, judge of said court, at which day came the said parties by their respective attorneys.

The plaintiff produced and offered to read in evidence the paper hereinafter following, purporting to be an original grant by Alexander Ramirez, intendent, &c., the plaintiff, in connection with said grant, offering to prove the execution of the same; but to the intro-

duction of the same in evidence the defendants did then and there object, because—

The grant, so far as it relates to the *locus in quo*, was a mere license to Pintado to use the property in a particular way and vested in him no sufficient title upon which to recover in ejectment.

Because said grant, so far as it relates to the *locus in quo*, was not an exclusive grant of the property occupied by the defendant.

11 Because said grant, so far as it relates to the *locus in quo*, was not within the delegated authority of the officer who attempted to grant the same.

Because said grant, so far as it relates to the *locus in quo*, is not one which was validated or recognized by the treaty between the United States and Spain.

Because it is not shown that Alexander Ramirez had the power or authority to make said grant, so far as it related to the *locus in quo*.

And said judge did then and there consider and decide that said objections ought to be sustained, and sustained the same and refused to allow the said paper to be read in evidence, and the same was not read in evidence; to which decision and refusal the plaintiff then and there excepted.

The said paper so offered was as follows:

12 *Título de Concecion a Favor del Capitan Don Vicente Sebastian Pintado de 100,000 Arpanes Planos de Tierra y Agua en Seis Diferentes Trechos, Todos Cituados en la Florida Occidental.*

Año de 1817.

13 Un quartillo. Sello quarto, un quartillo, anoa de mil ochocientos diez y seis, y mil ochocientos diez y siete.

Dn Vincente Sebastian Pintado cap'n de infana, Agrimerral gral de la Florida Occidental, actualmente en esta ciudad pa el arreglo del Remo de tierras Realengas de esta Isla de Cuba y dos Floridapr pr disposicion del Sor. Dn. Alexandro Ramirez Intendente del Exto, superintendte gral. subdenegdo de las dchas Islas y Provincias con anuencia del Exmo Sor Capitan de las mismas.

Porquanto ha tenido a bien el deho Sor Sperindte gral Sobdo acceder a mi inetancia de diez y nueve de Noviembre ultimo y servidose SSa pr su superior drecreto de site del que rige, en conformidad de lo expuesto a mi favor el dia primero del mismo pr el Sor Oidor Honorario Fiscal de Rl Hacienda, concederme seis de los solares qe en el ano de mil ochocientos y trece mando trazar el ayuntamiento qe hubo en Panzla, senalandos con los Nos. 11, 13, 14, 15, 16, y 18 otra portion de terreno de doscientos quatro pies, Ingleses, y dos pulgs de frente a la Plaza que se nombro de Sevilla y despues de Fernando 70 con la profundidad hasta el Mary prolongacion dentro de la Bahia hasta el extremo del placer o banco de arena, conforme al plano qe presente con la misma fecha de mi instancia,

14 con mas diez mil arpsplanos de las tierras realengas de a a Florida Occidl. en los parages qe designase y arreglado a la descripcion qe hiciese y Planos figurativosqe presentase, mandando se me librase el titulo de los solares y esacio referidos, segn el pano presentado, y el de los diez mil arps luego que presentase los que habia ofrecido. Portando pa qe se me pueda librar el titulo en forma con arreglo a lo mandado y al tenor y sentido de mi peticion, Expongo, qe los referidos diez mil arps planos qe solisite estan contenidos en seis diferentes trechos de tierras y agua, conforme a los seis Planos qe pr duplicado acompanen, cuyas situaciones, linderos, confines naturales y artificiales extension y area de cada termino a de pr si, son como sige.

(Plano A, 1,181 arpanes.)

Un mil ciento ochenta y un arpanes planos en la parte del Oeste de la Isla de Sta. Rosa, empezando el lo mas occidental de su punta pr este lado. llamada punta de siguenza, a la entrada del puerto de Panzla, y estendiendose hacia el Este quatro millas tres-tres Inglesas, y teminadose al fin de ellas pr una linea que atraviesa dcha Isla de Mar a Mar, en direccion del Norte y Sur del Globo, con todo lo que encierre este espacio arido y esteril limitado por los aguas del Mar por el Norte, Sur y Oeste y en toda la entedcha distancia de quatro millas terrestre Inglesas, que por poco y variable ancho que tiene la Isla por dcha parte solo contiene los un mil ciento ochenta y un arp-nes planos sin presicion por ser limites

15 arsinfinios o casi arsinfinios; todo conforme al plano anexo senalado con la letra A.

(Plano B, 19 arpanes.)

Diez y nueve arps planos en esros terrenos situado al extremo occidental de la Poblacion de panzla. Haciendo frente a la Hahia del mismo nombre, con la qe confina pr la parte del Sur, pasando por dentro del terreno al Arroyo de la Arguada o de las Lavanderas desde suembocadura en el Mar hasta las tierras concedidas o vendidas a Dn Pedro Reggio, con las que, y otras delos Sres Forbes y Compania, linda el terreno mencionado por la parte del Norte pr la del Oeste linda con tierra del Sor. Brigadier Dn. Franco Maximiliano de Sn Maxeny une porcion del segdo Arrepo de la Aguada qe sirve limite natural por un corto trecho de su boca acia adentro; y por el lado que mira al Este confina con el antedcho esxtremo occidental de la Poblacion de Panzla, dexando si embargo entre esta y el terreno el paso y celles necesariou con forme demuestra mas claramente el plano que acompna sena lado con la letra (B) en el que va figurado el terreno anotadas les dimensiones de sus lados en pies y pulgs Inglesas pr ser medidas usadas por los solares y calles de aquella Poblacion, las direcciones de los limites segn la brxula, la declinacion Nordeste, y todos los otros, cotos terminos y confines naturales y artificiales.

(Plano A, 718½ arpanes.)

- Una extension otrecho frecho de la Bahia de Penla cuya
- 16 superficie del agua es igual a una area de setecien tos diez y ocho y medio arpanes planos, tomado entre la punta del Este de la Boca del Estero de Casa Blanca Vulgarmente llamado Bayu Chico y la punta del Oeste de la boca del Riachuelo o Estero del Texar, vulgarmente llamado Bayu del Telxar, una line tirada en direccion del Sueste de la aguja, noventa y cinco perchas de Paris dentro del Mardesde la antedcha, primera punta, y otra lines de oncien perchas dhas de largo contadas desde la segunda punta mencionada dentro del Mar, tambien al mismo rumbo del Sueste de la aguja, lo qe incluye todo el frente de una a otro boca de los Esteros de Casa Blanca y Texar, entre los que se halla la poblacion de penzla ; todo con arreglo y segn el plano unido, senalado con la letra (C) formado para mayor claridad y mejor inteligencia, en el qe va representada la figura que forma en el agua dcho trecho y los limites dentro de la Bahia de Penzacola, debiendo ser los de la parte de tierra y Playa que hay entre dcho dos puntos de las bocas de los mencionados Esteros, las curvas que produce la orilla del agua de la merea mas alto entiempo sereno, y con la profundidad desde la superficie del agua del Mar hasta diez pies Ingleses mas abaxo del actual fondo o acia el centro de la tierra, en todo el espacio que abraza la figura representada en dch plano (C) conciderandola como un solido pues qe tiene las tres dimensiones de longitud, latitud y profundidad, pero con exclusion de aquella parte que me fue concedida pr el titulo de los relacionados solares y qe va figurada
- 17 en el adjunto Plano (C) y la qe ocupa el muella de los Senores Forbes y Compania, tambien representado en el Pano, y de la que estan en posesion desde muchos anos ; todo en plena propiedad y con el fin de construir Muella Casillas de Banos, quedando a salvo no solo el derecho de S. M. sino tambien el de. publico siempre que convenga y se intente construir Muelles con cualesquiera fondos municipales o comunes entendienose la exclusiva solo en con respecto a individuos particulares.

(Plano D, 2,281½ arpanes.)

Un terreno de dos mil doscientos ochenta y uno arps planos, cituados sobre la margen oriental del Rio Escambia o mas bien de de su brazo del Este que forma la Isla llamada Antonio concedida ultimamente por la subdelegacion de Penzacola a Dn francisco Bonals, a como diez y seis millas de la embocadura de docho Rio en la Bahia de Escambia continuacion de la de Panzacola unas veintidos acio el NNo de la Poblacion de Penzacola, lindendo por la parte Septemtrional y oriental con tierras realengas por la meridional con tierras recientemente concedidas a Dn Tomas Villaseca por el Sor subdelegdo de aquella provincia, por la occidental confina con el antedcho, brazo del Rio Escambia, como mas claramente se demuestra por el Plano (D) que antecede.

(Plano E, 5,000 arpanes.)

Otro terreno de cinco mil arpenas situado sobre la margen occidental del dicho Rio Escambia entre este y el Arroyo llamado
 18 PINE BARREN a como treinta y una millas Inglesas acia el N. O. $\frac{1}{2}$ N. de la Poblacion de Penzacola confinando por un lado con el mismo Rio Escambia, con un mil cretientas perchas de Paris de frente a dicho Rio segun el curso que tenga acia arriba, contadas desde su confluencia con el mencionado Arroyo Pine Barren con el que linda por otro lado, y por la domas con tierras realengas como mas claramente demuestra el Plano (E) en que va figurado el terreno, y con exclusion de la parte anegediza.

(Plano F, 800 arpanes.)

Otro terreno de ochocientos arpenes planos complemento de los diez mil que se me han concedido, situado en el margin Oriental del referido rio Escambia a unas treinta y seis a treinta y ocho millas Inglesas acia el NNo de la Poblacion enfrente de las que ha escogido Junan Malagosa para solisitarlas, que estan en el paraje conocido per TURBINS BLUFF.

Los diez mil arpenes referidos son de los usados en aquella Provincia y que usaran mientras no se haga otro arreglo, y se compone cada uno de cien perchas quadradas de superficie planas, y la percha lineal es de diez y ocho pies de Paris, segun costumbre agraria de la retxocedida provincia de la Luisiana de donde paso a la Florida Occidental quando la conquistaron las armas Espanola.

Havana doce de Diciembre de mil ochocientos diez i DUPdo siete.

[FIRMA.]

VINCENTE SEBASTIAN PINTADO.

19 Quedan registrados los Planos y documentos antecedentes desde el fol. recto 2, hasta vuelta del fol. 5 del Libro M. M. destinado a este fin mientras se instala oficina en lugar conveniente y desclave el Archivo Havana trece de Diciembre de mil ochocientos diez y siete.

[FIRMA.]

VINCENTE SEBASTIAN PINTADO.

20 Sello tercero dos reales anos de 1816 y 1817.

Don Alexandro Ramirez, intendente de Ejercito Ysuperintendente General, subdelegado de Real Hacienda de Esta Isla de Cuba y ambas Floridas, presidente de tribulal de Cuentas y de la Junta de Diezmos, superintendente del Ramo de Cruzada, Juez Privativo de Arriadas, y protector de la Real Loteria, gefe superior e inspector de la Real Eacerria de Tabacos, &.

Por quando Dn Vincente Sebastian Pintado, Capitan de Infanteria, Agrimensor gral. de la Florida Occidental ha presentendo Instancia a esta Intenda de Exto-y Superintenda Gral Subdelegada en diez y nueve de NovRE. ultimo haciendo presente los considerables gastros que se le han originados pa su translacion a esta ciudad

de mi orden con acuerdo Exmo. Sor. Capn. Gral. pa esuntos interesantes al servicio de S. M. Que Dios Gue. y la de hacer venir su familia, sacrificando sus pripiiedades, y pide qu por via de indemnizacion se le concedan en plena propiedad seis solares realengos en la Poblacion de Penzacola de los que trazaron en el ane de Nil ochocientos trece por disposicion del ayuntamiento que allihubo, situado entre las plazas que en el arrglo gral. qe se hizo en el ano min ochicientos ocho se nombraron la une de FERNANDO

21 Septimo y la otra de Sevilla, senalados en el plane qe se formo con los numeros once, trece y catorce, quin ce, diez y esis, y diez y echoey el espacio de terreno que media entre la citada plaza de Sevilla, y la orilla del mar determinada por la merea alta en tiempo sereno; las esquinas de Beltran Souchet, Tomas Villaseca, y el terreno recervado pa Hospital, presntado al efecto el plano figurative con los indicaciones necesarias con diez mil arpenes planos de tierra vacantes en la Florida Occidental en los parajes que designare, y con arreglo a los planos figurativos que presentare y descripcion que haga de ellos; y habiendose dade vista al Sor. Oidor Fiscal a de RI Hacienda por decreto de vinte y ocho de Noviembre hecho cargo de la certeza de lo expuesto por el citado Agrimensor, de sus constantes meritos, y empenos que ha contraido para trasladarse a esta ciudad con su familian en la que expresa serle imposible el que pueda subsistir con el corto sueldo disfruta, presto su anuencia pare que se acceda a su solicitud; en su consecuencia provehi auto en siete del corriente del tenor siguiente.

“Visto: De conformidad con el Sor. Piscal y atendien do al merito y buenos servicios del Capitan Dn Vincente Sebastian Pintado le concedo los seis solares y los diezmil arpanes realengos qe pide en la Florida Occidental, sin perjuicio de tercero y con calidad de febricar los unos, y cultivar o beneficiar los otros del modo mas

22 conveniente; segun las disposiciones de la materia pa el formen to de uquella Provincia que me esta encargad pr S. M. Librese titulo de los solares, segun el plano presentado, y el de las tierras, luego que presente el que ofrece con su descripcion, bajo su responsabilidad en esta parte como Agrimensor gral. que es de la misma provincia cuyo Subdelegado y Ministro de Real Hacienda se libran las ordenes consiguientes.”

En cuya consecuencia se le despacho titulo en diez del corriente de los seis solares y espacio de terrenos referidos, y con fecha del doce presento por duplicado le los planos figurativos de los diez mil aprenes planos de tierra con la correspondiente descripcion, demarcidos en seis dieferentes porciones cuyas cituaciones, linderos terminos y confines naturales, y artificiales, extencion y area de cada una de por si, explica del modo siguiente.

El primer plano senalado con la letra (A) comprende un mil ciento ochenta y un arpenes planos de tierra situados en la parte Oeste de la Isla de Santa Rosa empezando en lo mas occidental de su punta por este lado llamada punta de Siguenzaa la entrada del Puerto de Penzacola, y entendiendose acia el Este quatro millas terrestre Inglesas, y terminandose a fin, de ellas pr una linea que atraviensa dcha. Isla de mar a mar, por el Norte, Sur y Oeste en

toda la antedcha, distancia de quartros millas terrestre Inglesas que por el poco y variable anchoque tiene la Isla por decha, parte solo contiene los un mil ciento ochenta y un arpenes planos sin presicion por ser limites arsinfinioso casi arcifinios.

23 El segundo senalado con la letra (E) contiene diez y nueve arpenes planos en un terreno cituado al extremo occidental de la poblacion de Penzacola, haciendo frente a la Bahía del mismo nombre con la que confina por la parte del Surpasando pr dentro del terreno el Arroyo de la Aguanda, o de las Lavanderas desde su Embocadura en el mar hasta las tierras concedidas, o vendidas a Dn. Pedro Reggio, con las que, y otras de los Sres. Forbes y Compania linda el terreno mencionado por la parte del Norte, por las del Oeste linda con tierras del Sor. Brigadier Dn. Francisco Maxo, de Sn. Maxent, y una porcion del segundo Arroyo de la Aguada que sirve de limite natural por un corto trecho de su boca aci adentro, y por el lado que mira al Esta confina con el antedicho extremo occidental de la poblacion de Penzacola, dexando sinembargo entre esta y el terreno el paso y calles necesarias, conforme demuestra mas claramente el citado plano, en el que va figurado el terreno anotadas las dimenciones de sua lados en pies y pulgadas inglesas, por ser medida usada para los solares y calles de aquella poblacion, las direcciones de la brujula la declinacion Nordeste, y todos los otros terminos y confines naturales y artificiales.

El terreno senalado con la letra (C) es una extension o trecho de la Bahía de Penzacola, cuya superficie de agua es igual a una area de stecientos diez y ocho y medio arpenes planos tomado
24 entre la punta del Este de a Boca del Estero de Casa Blanca vulgarmente llamado Bayu Chico y la punta del Oeste de la boca de Riachadlo o Estero del Texar, völgarmente llamado Bayu del Texar y una linea tirada en direccion del Sueste de la aguja, noventa y cinco perchas de Paris dentro del mar desde la antedcha, primera punta, y otra linea de cien perchas dehas, de largo contadas desde la segunda punta menciona da dentro del mar tambien al rumbo del Sueste de la aguja lo que incluye todo el frente de una etra boca de los Esteros de casa blanca y texar entre los que se hala la Poblacion de Menzacola, todo con arreglo y segun el plano unido formado pa mayor claridad, y mejor inteligencia, en el qe va representada la figura qe forma en el agua dicho trecho, y los limites dentro de la Bahía de Panzacola, debiendo ser los de la parte de tierra, y playa que hay entre dichos puntos de las bocas de los mencionados Esteros la curba qe produce la orilla del agua de la marea mas alta en tiempo sereno, y con la profundi dad desde la superficie del agua del hasta diez pies ingleses mas abjo del actual fondo hacia el centro de la tierra en todo el espacio que abraza la figura representada en dicho plano (C), considerandola como un solido, pues que tiene las tres dimenciones de longitud, latitud, y profundidad, pero con exclusion de aquella parte que le fue concedidad por el titulo de los relacionados solares que va figurada en el, y la que ocupa el muelle de los Sres. Forbes y Compania tambien representada en dicho plano, y de las que estan en posesion desde muchos anos. Todo en plena propiedad y con el fin de

construir muelles, y casillas para banos, quedando a salvo no solo el dro. de S. M. sino tambien el del publico siempre que convenga, y se intente construir muelles con cualesquiera fondos municipales, o comunes, entendiendose la Exclusion solo con respecto a individuos particulares.

El quarto senalado con la letra (D) es un terreno de dos mil doscientos ochenta y uno y medio arpenes planos situados sobre la margen oriental del Rio Escambia, o mas bien de si brazo del Este que forma la Isla llamada de Antonio concedida ultimamente por la subdelegacion de Penzacola a Dn. Francisco Bonal a como diez y seis mellas de la embocadura de dcho. Rio en la Bahia de Escambia, continuacion de la de Panzacola, y unas vinte y dos acia el NNO. de la Poblacion de deha. plaza, lindando por la parte septentrional y oriental con tierras realen gas por la meridional por y tierras recientemente concedidas a Dn. Tomas Vollaseca, por el Sor. Subdelegado de aquella Provincia, y por la occidental confina con el antedicho brazo del Rio Escambia como mas claramente demuestra dcho, plano en que estan figurados sus limites naturales y artificiales.

El sexto y altimo es etro terreno senalado con la letra (F) de ochocientos arpenes planos sitados en la margen oriental del
 26 referido Rio Escambia a unas treina y seis a treinta y ocho millas inglesas acia el N. NO. de la poblacion enfrente de las que ha escojido Juan Malagosa pa solisitarlas, estan en el paraje conocidos por Turbine Bluff con los quales se completa los diez mil arpenes planos de tierra de que va hecha mencion medidos a la percha lineal de Paris de diez y echo pies, y de cien perche quadradadas cada arpan ; segun costumbre agreria de retrocedida Provincia de Luisiana, y la de la Florida occidental desde que la reconquistaron las armas de S. M.

Por tanto, en use de las facultades que el Rey Ntro Sor. Dios le gue. me tiene conferidas otorgo y concedo en su Rl nombre gratuitamente al expresado Capitan y Agrimensor gral. Vicente Sebastian Pintado los diez mil arpenes planos de tierra y agua contenidos y demarcados en los seis planos figurativo que por duplicado presento, y bajo los linderos terminos y confines naturales y artificiales que en ellos se demuestran y van relacionados, y les transfiero absoluto dominio para que como suyos propios los posea, disfrute o enagene a su voluntad sin perjuicio de tercero que mejor dro. tenga ni de las regalias soberanas, con arreglo a lo prevenido en el auto insecto y clausulas expresadas. En felde lo cual he mandado despachar el presente firmado de mi mano sellado con el escudo de las Armas Reales de uso en esta Secretaria, y refrendado por el Sr. Comisario de gerra honorario Dn. Pedro Carambot, Secretario por S. M.
 27 de esta intendenciado Exercito Superintendenci gral. Subdelegada, en cuya oficina quedara registrada y tomada la razon ; se agregara a este titulo el duplicado de los seis planos figurativos y descripcion de los mismos.

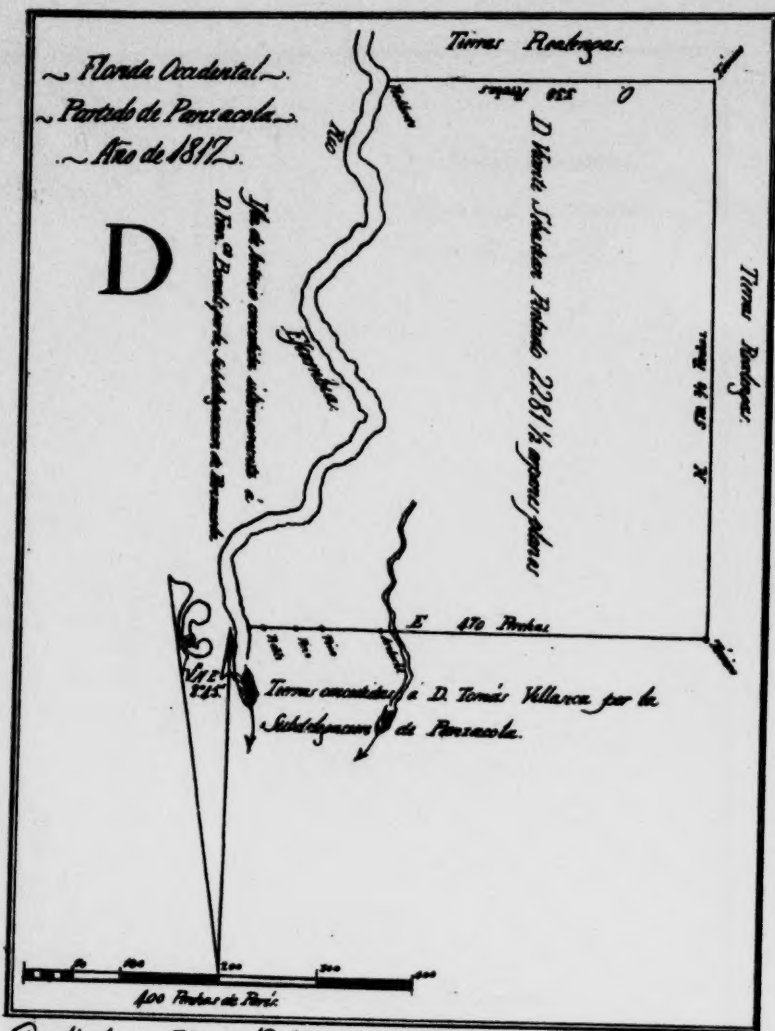
Dado en la Habana a diez y siete Diciembre de mil ochocientos diez y siete.

ALEXANDRO RAMIREZ.
 PEDRO CARAMBOT.





D



Duplicado. Havana 12 de Diciembre de 1817.

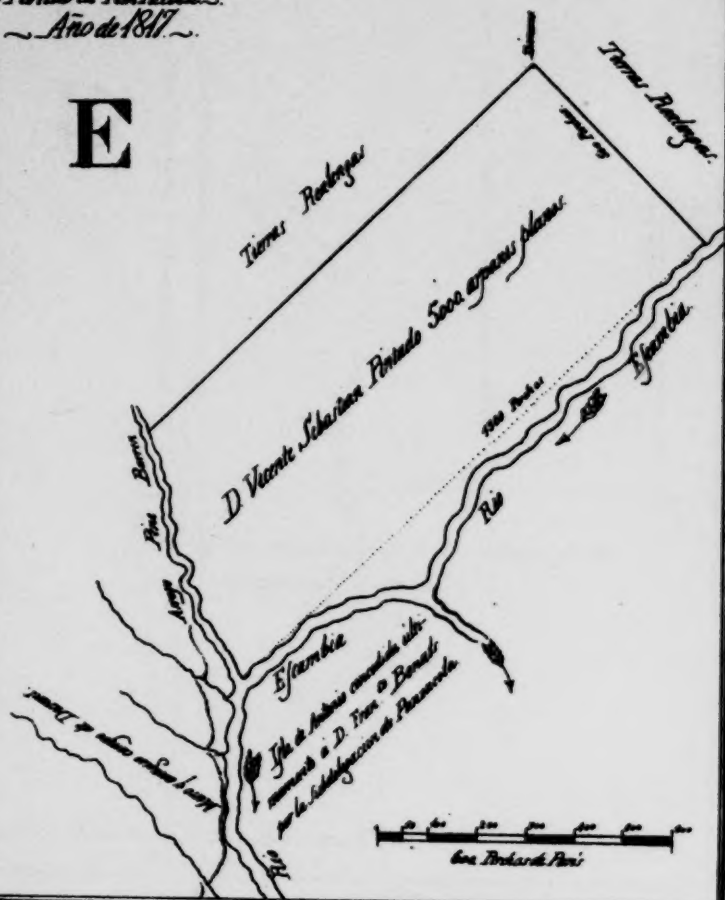
No 251.
Pedro de } *p. 31*
x. r. r. r.

Christóbal Pinto



Florida Occidental
 Puerto de Pensacola
 Año de 1817.

E

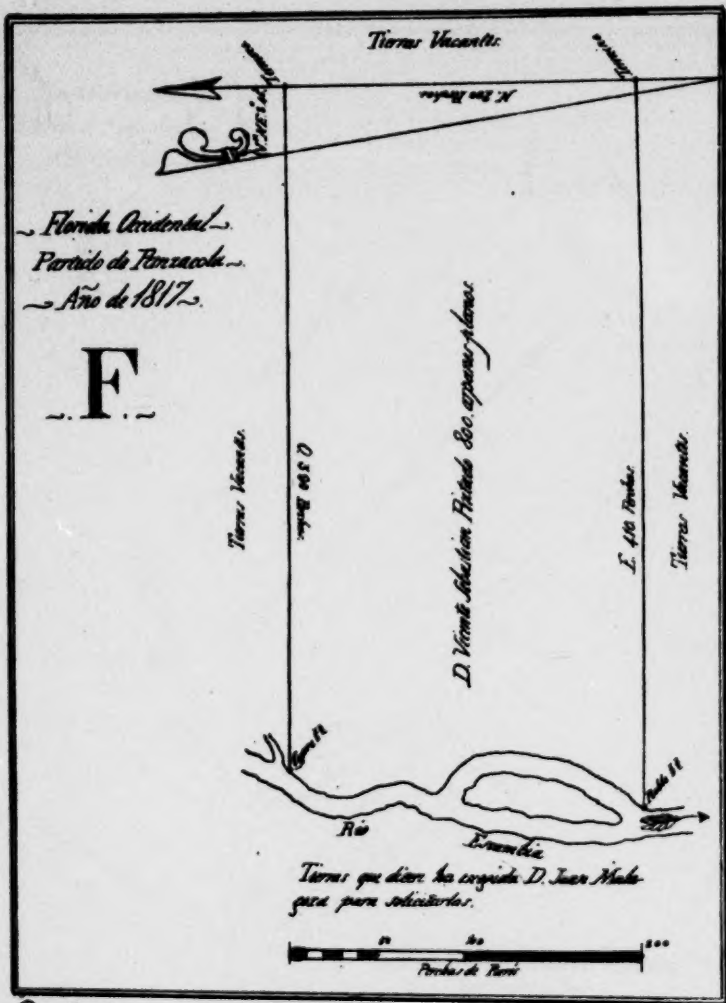


Duplicado. ~ Havana 12 de Diciembre de 1817.

No 251
 Richardson } p 32
 L. A. R. C.

Vicente Sebastian Portado





Duplicado. Hacera 12 de Diciembre de 1817.

No 251
Reclamacion } p. 33
de 1817.

Virmit Sebastian Pineda

Queda tomada la razon del Titulo que antecede y registrado en el Libro destinado a esto fin en la Secretaria de mi cargo. Habana fecha ut retro.

CARAMBOT.

(Here follows diagrams marked pp. 28, 29, 30, 31, 32, & 33.)

34 And plaintiff thereupon offered in evidence a translation of the aforesaid paper, which translation was admitted by the defendants to be a correct translation of said grant, but to the introduction thereof in evidence they then and there objected; that for the various reasons stated in the objections to the original of said grant the translation thereof was irrelevant and immaterial, and because the original thereof is void for the various reasons stated in the above objections to said original; and the said judge did then and there consider and decide that said objections should be sustained and did sustain the same, and the said translation was not read in evidence; to which decision and refusal to admit the same in evidence the plaintiff then and there excepted.

The said translation was as follows:

35 *Translation of Pintado Grant.*

(Royal seal.) Un quartillo. Sello quarto, un quartillo: Years 1816 & 1817.

Don Vicente Sebastian Pintado, captain of infantry, surveyor general of West Florida, acting in this city for the adjustment of royal lands of this island of Cuba and the two Floridas by order of Senor Don Alexandro Ramirez, intendant of the army, superintendant general subdelegate of the same island and provinces by the condescension of the most excellent captain general of the same.

Inasmuch as the superintendent general, subdelegate, has held it well to accede to my request of the 19th November last, and granting the favor under his lordship by his superior decree of the 7th of that month, in conformity with that expressed in my favor the first day of the same by senor auditor and honorary fiscal of the royal property, granting me six of the lots which, in the year 1813, it was ordered to be drafted by the ayuntamiento, which sat in Pensacola, indicated by the numbers 11, 13, 14, 15, 16, 18; another parcel of land of 204 feet English, and 2 inches of front on the plaza, which is named of Seville, and afterwards of Ferdinand VII, with the depth as far as the sea, and prolongation within the bay as far as the extreme of the place or bank of sand, conformably to the plan which I presented at the same date with my application, besides 10,000 arpents superficial of the royal lands of West Florida in the places which are designated and conform to the description which I shall make, and figurative plans which I shall present, commanding to be delivered to me the title of the lots and space referred to, according to the plan presented, and that of the

36

10,000 arpents, when I shall present those which I had offered. Forasmuch : For that there should be delivered to me the title in form, according to the rule and precept and the tenor and effect of my petition, I show : That the aforesaid 10,000 arpents superficial are contained in six different tracts of land and water, conforming to the six plans which in duplicate accompany, whose situations, lines, boundaries, natural and artificial, extensions, and area of each terminus are as follows :

(Plan A, 1,181 arpents.)

Eleven hundred and eighty-one arpents superficial in the western part of the island of St. Rosa, beginning in the most western part of the point on that side named Point Siguenza, at the entrance of the port of Pensacola, and extending to the east four miles (statute) English, and terminating at the end of them by a line which crosses said island from sea to sea in the direction north and south of the globe, with all that is contained within that arid and sterile space bounded by the waters of the sea north, south and west ; in all the aforesaid distance of four miles (statute) English, and with the small and variable breadth which the island has about the said part only, containing 1,181 arpents superficial without exactness, the limits being arcifinios or nearly arcifinios, the whole conforming to the annexed plan designated with the letter A.

(Plan B, 19 arpents.)

Nineteen arpents superficial in another tract situated at the extreme west of the population or town of Pensacola, fronting on the bay of the same name by which it is bounded on the south,
 37 passing within the tract is the rivulet of the Aguada or of the Washerwoman, from its mouth into the sea as far as the land conceded or sold to Don Pedro Reggio, with which, and the others of the Messrs. Forbes & Co., the said land bounds on the north, on the west bounding with the lands of Senor Brigadier de Francisco Maximiliano San Maxent, and a portion of the second rivulet of the Aguada, which serves as a natural limit for a short distance from its inner mouth, and on the side which looks to the east, bounding with the aforesaid extreme western part of the town of Pensacola, leaving, however, between that and the land, the necessary passages and streets, as is clearly shown by the plan accompanying, designated by the letter B, upon which will be seen figured the land mentioned, the dimensions of its sides in feet and inches English, being the measure used for the lots and streets of said town, the direction of its limits according to the compass, the declinations northeast of that, and all the other sides, boundaries and confines, natural and artificial.

(Plan C, 718½ arpents.)

An extension or space of the bay of Pensacola, whose superficies of water is equal to an area of 718½ arpents superficial between the

eastern point of the mouth of the creek of Casa Blanca, commonly called Bayou Chico, and the western point of the mouth of the rivulet or creek of Texar, vulgarly called Bayou Texar, and a line drawn in the direction of southeast of the needle 95 perches of Paris within the sea from the aforesaid first point, and another line of 100 of said perches in length, beginning from the second point mentioned within the sea, also from the same point of southeast
 38 of the needle; the which includes all of the front from one to the other mouth of the creeks of Casa Blanca and Texar, between which is found the town of Pensacola, the whole conformably and according to the plan presented, designated by the letter C, formed for greater clearness and better understanding, in which is represented the figure which the said lands form in the water and the limits within the bay of Pensacola, being those of the part of land and shore which makes between the said two points of the mouths of the two mentioned creeks the curve which makes the edge of the water of the sea at the highest tide in calm weather, and with the depth from the surface of the water of the sea as far as ten feet English below the actual bottom or towards the center of the earth, in the whole, the space which the figure represented in said plan C embraces, considering it as a solid, since it has the three dimensions of latitude, longitude and depth; but with exclusion of that part which was conceded to me by the title of the lots and which is figured in the annexed plan C; and that which the wharf of Messrs. Forbes & Co. occupies, also represented in the plan, and of which they have been in possession for many years; the whole in full property and for the purpose of constructing wharves and houses for bathing, reserving and saving not only the right of His Majesty, but also that of the public, whenever it becomes convenient, and it be designed to construct wharves with whatsoever funds, municipal or common, intending the exclusion alone with respect to particular individuals.

(Plan D, 2,281½ arpents.)

39 A parcel of land, 2,281½ arpents superficial, situated upon the eastern margin of the River Escambia, or more certainly on its east branch, which forms the island named Antonio, granted formerly by the subdelegation of Pensacola to Don Francisco Bonal, and about sixteen miles from the mouth of said river, in the bay of Escambia, a continuation of that of Pensacola, and twenty-two miles in a line north-northwest of the town Pensacola, bounded north and east by royal lands, south by lands recently conceded to Don Tomas Villaseca by the senior subdelegate of that province, and on the west confined by the aforesaid arm of the River Escambia, as is more clearly shown by the foregoing plan D.

(Plan E, 5,000 arpents.)

Another tract of land of 5,000 arpents superficial, situated on the western margin of the said River Escambia between it and the

creek named Pine Barren, and about thirty-one miles in a line northwest, one-quarter north, of the town of Pensacola, bounded on one side with the same River Escambia, with 1,300 perches, Paris, front on said river, according to the course which it holds above or upward, rec-oning from its confluence with the aforementioned creek Pine Barren, with which it is bounded on the other side, and for the rest by the royal lands as will be more clearly shown by plan E, in which is figured the land, and with the exclusion of the part overflowed.

(Plan F, 800 arpents.)

Another tract of land of 800 arpents superficial, the complement of the 10,000 which has been conceded me, situated on the eastern margin of the aforesaid River Escambia, 36 to 38 miles, English, north-northwest of the town, fronting the lands which have been selected by Juan Malagoza to petition for, and which are at the place known as Turbin's Bluff.

The 10,000 arpents referred to are of those used until now in that province, and which will be until some other rule is established, and each arpent is composed of 100 square perches

Un quartillo.

(Royal seal.) Sello quarto, un quartillo, years 1816 & 1817.

of plane superficies, and the lineal perch is eighteen feet of Paris, according to the field custom of the retroceded province of Louisiana; from thence it passed to West Florida, when it was conquered by the Spanish arms.

Duplicate.

Havana, December 12, 1817.

VICENTE SEBASTIAN PINTADO.

The foregoing plans and documents remain registered from the folio 2 and onward as far as turning of folio 5 of Book M. M., used for that purpose, meanwhile it is installed in the office in a convenient place and declared of the archives.

VICENTE SEBASTIAN PINTADO.

41 (Royal seal.) Sello tercero, two reals, years of 1816 & 1817.

Don Alexander Ramirez, intendent of the army and superintendent general, subdelegate of royal exchequer of the island of Cuba and both Floridas, president of the tribunal of accounts and of the board of tithes, superintendent of the branch of the Crusade, etc.

Whereas, Don Vincente Sebastian Pintado, captain of the infantry and surveyor general of West Florida, has presented his petition to this intendency general subdelegate on the 19th November last, showing the considerable expenses which arose to him from his re-

removal to this city, by my order with the advice of the most excellent captain general, for matters of interest to the service of His Majesty, whom God preserve, and having to take his family from there, and sacrificing his property, prays, by way of indemnification, that there be conceded to him in full property six royal lots in the town of Pensacola of those which were drawn in the year 1813 by order of the ayuntamiento, which was had there, situated between the plazas, which in the general order which was delivered in the year 1808, were named, the one Ferdinand VII, and the other Seville, designated in the plan which was made with the numbers 11, 13, 14, 15, 16, 18, and the space of ground which measures between the said plaza of Seville and the shore of the sea, marked by the high tide in calm weather; the corner of Beltran Souchet, Tomas Villaseca, and the lands reserved for a hospital; presenting to that effect the figurative plan with the necessary indications; besides 10,000 arpents superficial of vacant land in West Florida in those plans which are to be marked out, and in conformity with the figurative plans which he has to present and the description which he may make of them, and having given examination of them to senor the auditor fiscal of royal exchequer by decree of the 20th of said November, he satisfied of the certainty of that set forth by the said surveyor, of his well-known merits and obligations which he contracted by his removal with his family to this city in which he expresses it to be impossible that he can subsist with the scanty salary he enjoys, gave his consent that his petition should be granted. In consequence of which, I made a decree on the 7th instant of the following tenor: "Visto. In conformity with the senor fiscal, and in consideration of the merits and good services of Captain Don Vicente Sebastian Pintado, I grant him the six lots and the 10,000 arpents royal lands which he seeks in West Florida, without prejudice to a third, and with the condition to build on the ones and cultivate or improve the others in the most convenient manner; according to the disposition of the matter for the peopling of that province, which is given me in charge by His Majesty. Let title be delivered for the lots according to the plan presented and for the lands immediately that he presents the plan which he offers with its description, under his responsibility in that respect as surveyor general, which he is of the same province; to the delegate and minister of royal exchequer and let there be delivered the orders necessary."

In consequence of which, on the 10th instant, there was dispatched to him the title for the six lots, and the space of land referred to; and with date of 12th instant he presented duplicate the figurative plans of the 10,000 arpents superficies of land, with the corresponding description designated in six different portions, whose situations, lines, boundaries and confines, natural and artificial extensions, and area of each explain themselves after the manner following:

The first plan designated with the letter A, embraces 1,181 arpents superficies of land situated on the western part of the island

of Santa Rosa, beginning on the most western of its points, on the side named Point of Sizuenza, at the entrance of the port of Pensacola, and extending towards the east four miles English, and terminating at the end of them by a line which traverses said island from sea to sea; from north, south and west, in the whole, the aforesaid distance of four miles English, which with the small and variable width which the island has at that part, only contains the 1,181 arpents superficial, without precision, the limits being arcifinios, or nearly arcifinios.

The second, designated by the letter B, contains 19 arpents superficial in a tract, situated at the extreme west of the town of Pensacola, fronting on the bay of the same name, by which it is bounded on the south, passing through the tract is the rivulet of the Aguada, or of the Washerwoman, from its embouchure in the sea as far as the land granted or sold to Don Pedro Reggio, with which and others of the Messrs. Forbes & Co., the said lands are bounded on

44 the north, on the west bounded by the lands of Senor Brigadier Don Francisco Maximiliano de Maxent, and a part of the second rivulet of the Aguada, which serves as the natural limits for a short distance from its inner mouth and on the side which looks to the east it is bounded by the aforesaid extreme western part of the town of Pensacola, leaving, however, between that and the land, the necessary passages and streets, as is more clearly shown by the plan referred to, and in which is shown the land, noting the dimensions of its sides in feet and inches English, by that measure used for the lots and streets of that town, the directions of the compass, the declination northeast, and all the other termini and boundaries, natural and artificial.

The lands designated by the letter C are an extension or tract of the bay of Pensacola, whose superficies of water is equal to an area of 718½ arpents superficial, occupying between the eastern point of the mouth of the creek of Casa Blanca, commonly called Bayou Chico, and the western point of the mouth of the rivulet or creek of Texar, commonly called Bayou Texar, and a line drawn in the direction of southeast of the needle, 95 perches of Paris, within the sea, from the aforesaid first

(Royal seal.) Sello tercero, two reals, years of 1816 & 1817.

point, and the other line of 100 of said perches in length, counted from the second point mentioned within the sea, also from the same point of southeast of the needle, which embraces the whole of the front from the one to the other mouth of the creeks of Casa Blanca and Texar, between which is the town of Pensacola, the whole

45 conforming and according to the plan annexed, made for the greater clearness and understanding in which is represented the figure which the said land forms in the water and the limits within the bay of Pensacola, being that part of the land and beach which is found between the said two points of the mouths of the mentioned creeks, the curve which the shore of the water of the sea at the highest tide in calm weather makes, and with the depth from

the surface of the water as far as ten feet English below the actual bottom, or towards the center of the earth, in the whole, the space which the figure represented in the said plan C embraces, considering it as a solid, since it has the three dimensions of longitude, latitude and depth; but with the exclusion of that part which was granted him by the same title as the said lots, which is figured in it, and that which is occupied by the wharf of Messrs. Forbes & Co., also represented in said plan, and of which they have been in possession for many years. The whole in full property and for the purpose of constructing wharves and houses for bathing, reserving and saving not only the right of His Majesty, but also that of the public, at all times whenever it becomes convenient, and it be designed to construct wharves with whatsoever funds, municipal or common, intending the exclusion only with respect to particular individuals.

The fourth, designated by the letter D, is a tract of 2,281½ superficial arpents, situated upon the eastern margin of the River Escambia, or rather eastern branch,

(Royal seal.) Sello quarto, un quartillo, years 1816 & 1817.

46 which forms the island named Antonio, granted formerly by the subdelegation of Pensacola to Don Francisco Bonal, about sixteen miles from the entrance of said river into the bay of Escambia, a continuation of the bay of Pensacola, and more than twenty-two miles toward the north-northwest of that place, bounded on the western and eastern front by royal lands, south with lands lately granted to Tomas Villaseca by the subdelegate of that province and on the west confined by the aforesaid arm of the River Escambia, as will be more clearly demonstrated in the indicated plan.

The fifth, marked by the letter E, is a tract of 5,000 superficial arpents situated upon the western margin of the said River Escambia, between it and the creek called Pine Barren, about 31 miles English toward the northwest quarter north of the town of Pensacola; bounded on one side with the same River Escambia with 1,300 perches Paris of front upon it, according to the course which it holds, counting toward above from its confluence with the said creek (Pine Barren) which bounds the tract on the other side, with the exclusion of the worthless part, and for the rest by royal lands, as more clearly appears in said plan, in which are figured its limits, natural and artificial.

The sixth and last is other land, marked with the letter F, of 800 superficial arpents, situated on the eastern margin of the referred-to River Escambia, about 36 or 38 miles English north-northwest of the town, in front of that which has been chosen by James Malagoza to solicit for it, being in the place known as Turbin's bluff

47 with which he completes the 10,000 superficial arpents of land of which mention is made, measured by the lineal perch of Paris of 18 feet, and of 100 perches square to each arpent, according to the field custom of the retroceded province of Louisiana, and that of West Florida since its reconquest by the arms of His Majesty.

Therefore, in the exercise of the power which the King, our lord (whom God preserve), has conferred upon me, I grant, in his royal name, gratuitously, to be designated captain and surveyor general, Don Vicente Sebastian Pintado, the 10,000 superficial arpents of land and water contained and marked in the six figurative plans which, in duplicate, he presented, and, under the lines, termini, and confines natural and artificial, which in them are denominated and set forth; and I transfer to him absolute dominion, for that as his own, he may hold to his own use, enjoy or alienate them at his own pleasure without prejudice to a third, who holds a better right, nor of the sovereign privileges, according to what is provided in the annexed decree and the clauses expressed. In faith of which I have ordered the present title to be dispatched, signed with my hand, sealed with the escutcheon of the royal arms in the service of this secretary and countersigned by the senior commissary of war, Honorary Don Pedro Carambot, secretary for His Majesty of this intendency of the army and superintendent general subdelegate, in whose office let it remain registered and an annotation be taken; let there be affixed to this title, the duplicate of the six figurative plans and descriptions of the same.

Given in Havana, the 17th day of December, 1817.

[SEAL.]

ALEXANDER RAMIREZ.
PETER CARAMBOT.

48

This receipt taken of the foregoing title and registered in the book appointed for that purpose in the secretary's office under my charge.

CARAMBOT.

Havana, Dec. 17, 1817.

(Royal seal.) Un quartillo. Sello quarto, un quartillo, years
1816 & 1817.

49 And thereupon plaintiff offered in evidence a chart of the bay of Pensacola, made by the United States Coast and Geodetic Survey, published in the year A. D. 1892, a copy of which is filed herewith, verified by the certificate of the clerk of this court, and in connection with said offer the plaintiff offered to prove by W. H. Davison, a civil engineer and city engineer of Pensacola, Florida, that the red lines on the said chart correctly designate the location in the harbor of Pensacola relative to the city of Pensacola of the lands embraced in certificate "C" of the grant aforesaid; and plaintiff offered further to prove by said witness that the white portions of the wharves as shown on said chart projecting in front of the city of Pensacola are of solid stone or earth and the dark portions are piles and plank; but to the introduction of said evidence and all of it the defendants then and there objected, because there was no foundation laid for it, as it related solely to the land embraced in the grant aforesaid, which had been excluded from evidence; and the said judge did then and there consider and decide that said objections should be sustained and did sustain the same, and the said

chart and testimony in connection therewith was not admitted in evidence; to the said decision and refusal the defendant- then and there excepted.

And thereupon the plaintiff offered in evidence a deed from Vincente Tranquilino Pintado, Facundo Eligio Pintado, Eudaldo Gregorio Pintado, and Nicholas Augusto Pintado to Alexander C. Blount for the property in controversy, and in connection with said deed offered to prove that before the date thereof Vincente S. Pintado had died and the grantors therein were the heirs-at-law and all the heirs-at-law of the said Vincente Sebastian Pintado, the

50 grantee in the grant aforesaid, and that the land in controversy is a part of the land embraced in said grant; but to the introduction of said deed in evidence and to the reception of said testimony the defendants then and there objected, because no title had been shown in the grantors and because the evidence had no relevancy except as founded on the grant aforesaid, which had been excluded from evidence; and the said judge did then and there consider and decide that the said objections should be sustained and sustained the same, and the said deed and said testimony was not admitted in evidence; to which decision and ruling the plaintiff then and there excepted.

And the plaintiff thereupon offered to deraign title to the property in controversy from Alexander C. Blount to plaintiff by deeds of conveyance then and there established to the court; but to the introduction of said deeds in evidence the defendants then and there objected, because the title had not been shown to be in said Alexander C. Blount or the said mesne grantors, and because the title of each of them was based only on the grant aforesaid, which had been excluded from evidence; and said judge did then and there consider and decide that said objections should be sustained and did sustain the same, and said deeds were not read in evidence; to which decision and ruling the defendants then and there excepted.

And plaintiff thereupon announced that he had no further evidence to produce and offer, and the said judge then and there directed said jury to find a verdict for the defendants, and

51 the said jury then and there found a verdict for the defendants.

Whereupon the court aforesaid, on the — day of April, A. D. 1894, at the term aforesaid, rendered judgment in favor of defendants and against the plaintiff for the sum of \$—— costs, as appears of record. Inasmuch as said several matters objected to or insisted upon and considered by the court do not appear by the record of the verdict and judgment aforesaid, the said plaintiff, by his counsel aforesaid, did, on the 16th day of June, A. D. 1894, after the expiration of the term of court aforesaid, by virtue of a special order herein made, propose this his bill of exceptions to said opinions and decisions of said judge and request him to sign the same according to the form of statute in such case made and provided; which is done this 16th day of June, A. D. 1894.

W. D. BARNES,
Judge of the Circuit Court of the First Judicial
Circuit of Florida.

And the said plaintiff, after the expiration of the term of said court at which the judgment aforesaid was rendered, filed his order for writ of error and citation to defendants in words and figures following:

In Escambia County Circuit Court, State of Florida.

	WILLIAM RICHARDSON, Trustee,	} Ejectment.
	vs.	
52	LOUISVILLE & NASHVILLE RAILROAD CO.; MARTIN H. Sullivan and Emily S. Sullivan, as Executor and Executrix of D. F. Sullivan, Deceased.	

The clerk of said court will please issue writ of error and citation to the defendants, returnable to the 25th day of June, 1894, a day in the next term of the supreme court of the State of Florida.

W. A. BLOUNT,
Attorney for Plaintiff.

(Indorsement:) W. Richardson, trustee, vs. M. H. Sullivan *et al.* Order for writ of error. Filed May 19th, 1894. Jno. de la Rua, clerk circuit court.

And upon the same day plaintiff filed his bond on writ of error, which, with the approval thereof, is in the words and figures following, to wit:

Know all men by these presents that we, William Richardson, as trustee, and Thomas C. Watson and Wm. H. Knowles, are held and firmly bound unto the Louisville & Nashville Railroad Co. and Martin H. Sullivan and Emily S. Sullivan, executor and executrix of D. F. Sullivan, deceased, in the sum of one hundred dollars; for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Signed and sealed this 14th day of May, A. D. 1894.

53 The condition of this obligation is such that whereas, at the April term of the circuit court of Escambia county, A. D. 1894, in a cause therein and then pending, wherein the said William Richardson, trustee, was plaintiff and the said obligees were defendants, judgment was rendered against the said plaintiff, from which judgment he has determined to take a writ of error to the supreme court of the State of Florida:

Now, therefore, if the said William Richardson, trustee, shall pay all costs which may accrue in the prosecution of the said writ if the judgment of the court below shall be affirmed, then this obligation to be null and void; else to be of full force and effect.

	W. RICHARDSON, Trustee,	[SEAL.]
By	W. A. BLOUNT, Attorney-in-fact.	
	THOS. C. WATSON.	[SEAL.]
	WM. H. KNOWLES.	[SEAL.]

Approved May 19th, 1894.

JNO. DE LA RUA,

[OFFICIAL SEAL.] *Clerk Circuit Court.*

(Indorsement :) W. Richardson, trustee, *vs.* Sullivan's executors and L. & N. R. R. Co. Bond on writ of error. Filed May 19th, 1894. Jno. de la Rua, clerk circuit court.

54 Whereupon, upon the same day, to wit, the 19th day of May, in the year of our Lord one thousand eight hundred and ninety-four, writ of error issued from the clerk's office aforesaid, which is in words and figures following, to wit :

Writ of Error.

STATE OF FLORIDA, ss :

The State of Florida to the judge of the circuit court of the first judicial circuit of the State of Florida, Greeting :

Because in the record and proceedings and also in the rendition of judgment in a certain cause which is in our circuit court, before you, between William Richardson, trustee, as plaintiff, and The Louisville & Nashville Railroad Company and Martin H. Sullivan and Emily S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, as defendants, manifest error hath happened, as it is said, to the great damage of the said William Richardson, trustee, as by his complaint appears, we, willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you that, if judgment be therein rendered, you distinctly and openly send the record and proceedings aforesaid, with all things touching them, under your seal, together with this writ, to our supreme court of the State of Florida, so that you have the same at Tallahassee on the 25th day of June, A. D. 1894, in our said supreme court, to be then and there held, that, inspecting the record and proceedings aforesaid,
55 our said supreme court may cause further to be done therein to correct that error what of right and according to law should be done.

Witness the Honorable Geo. P. Raney, chief justice of the said supreme court, and the seal of the said circuit court, this 19th day of May, in the year of our Lord one thousand eight hundred and ninety-four.

JNO. DE LA RUA,

[SEAL.]

Clerk of the Circuit Court of Escambia Co.

(Indorsement :) In the supreme court, State of Florida. William Richardson, trustee, plaintiff in error, *vs.* M. H. Sullivan *et al.*, defendants in error. Writ of error to circuit court of Escambia county. Filed and issued May 19th, 1894. Blount & Blount, att'ys for plaintiff in error.

And upon the same day, to wit, the 19th day of May, in the year of our Lord one thousand eight hundred and ninety-four, *scire facias ad audiendum errores* issued from the clerk's office aforesaid, with which the return thereon is in words and figures following, to wit:

Scire Facias ad Audiendum Errores.

THE STATE OF FLORIDA :

To the sheriff of the supreme court of said State, Greeting :

56 Whereas on the petition of William Richardson, trustee, alleging that in the record and proceedings and also in the rendition of judgment in a certain cause in the circuit court of our first judicial circuit in and for Escambia county, between William Richardson, trustee, as plaintiff, and the L. & N. R. R. Co. and Martin H. Sullivan and Emily S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, as defendants, manifest error hath happened, to the great damage of the said William Richardson, trustee, a writ of error hath been awarded that our supreme court, having inspected the record and proceedings aforesaid, may cause to be done therein that error what of right and according to law should be done :

Therefore we command you that you make known to the said L. & N. R. R. Co. and M. H. Sullivan and E. S. Sullivan, executor and executrix of D. F. Sullivan, deceased, that they be before our said supreme court, at the city of Tallahassee, on the 25th June, A. D. 1894, then and there to hear the record and proceedings aforesaid and the errors assigned, if to it it shall seem expedient, and further to do and receive what our said court shall in that behalf consider ; and have you then and there this writ.

Witness the Honorable Geo. P. Raney, chief justice of the said supreme court, and the seal of the said circuit court, this 19th day of May, in the year of our Lord one thousand eight hundred and ninety-four.

[SEAL.]

JNO. DE LA RUA,
Clerk of the Circuit Court of Escambia Co.

(Return.)

57 Executed this 1st day of June, 1894, by delivering a true copy of the within writ to E. O. Saltmarsh, sup't and business agent, resident in Escambia county, Florida, of the Louisville & Nashville Railroad Company, in the absence of the president, vice-president, secretary, cashier, treasurer, general manager, and all of the directors of said company.

GEO. E. SMITH, *Sheriff*,
Per L. M. BROOKS,
Deputy Sheriff.

Service of the within writ is hereby acknowledged May 26th, 1894.

RICHARD L. CAMPBELL,
Attorney for Sullivan's Executors.
RICHARD L. CAMPBELL.

(Indorsement:) In the supreme court, State of Florida. Wm. Richardson, trustee, plaintiff in error, *vs.* L. & N. R. R. Co. and Sullivan's Executors, defendants in error. *Scire facias ad audiendum errores.* Issued May 19th, 1894. Blount & Blount, attorneys for plaintiff in error.

I, Jno. de la Rua, clerk of the circuit court of the State of Florida first judicial circuit in and for the county of Escambia, do hereby certify that the foregoing pages, numbered from one to —, inclusive, constitute a true copy of all of the proceedings and a correct transcript of the record of the judgment in the case of William Richardson, trustee, plaintiff, and The Louisville & Nashville R. R. Co. and M. H. Sullivan and Emily S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, defendants, as appears upon the files and records of my office.

In testimony whereof I have hereunto set my hand and
58 affixed the seal of said court this the — day of June, in the year of our Lord one thousand eight hundred and ninety-four.

[CT. CT. SEAL.]

JNO. DE LA RUA,

Clerk of the Circuit Court for the County of Escambia.

(Indorsement:) William Richardson, trustee, *vs.* M. H. Sullivan *et al.* Record. Filed in supreme court Jun- 23, 1894. J. B. Whitfield, clerk.

STATE OF FLORIDA, ss :

The State of Florida to the judge of the circuit court of the — judicial circuit of the State of Florida, Greeting :

Because in the record and proceedings and also in the rendition of judgment in a certain cause which is in our said circuit court, before you, between William Richardson, trustee, as plaintiff, and Louisville & Nashville R. R. Co. and Martin H. Sullivan and Emily S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, as defendants, manifest error hath happened, as it is said, to the great damage of the said William Richardson, trustee, as by his complaint appears, we, willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you that, if judgment be therein rendered, you distinctly and openly send the record and
59 proceedings aforesaid, with all things touching them, under your seal, together with this writ, to our supreme court of the State of Florida, so that you have the same at Tallahassee on the 25th day of June, A. D. 1894, in our said supreme court to be then and there held, that, inspecting the record and proceedings aforesaid, our said supreme court may cause further to be done therein to correct that error what of right and according to law should be done.

Witness the Honorable Geo. P. Raney, chief justice of the said supreme court, and the seal of the said circuit court, this 19th day

of May, in the year of our Lord one thousand eight hundred and ninety-four.

[CT. CT. SEAL.]

JNO. DE LA RUA,

Clerk of the Circuit Court of Circuit County.

(Indorsement:) In supreme court, State of Florida. William Richardson, trustee, plaintiff in error, *vs.* M. H. Sullivan *et al.*, executor, etc., defendant in error. Writ of error to circuit court of Escambia county. Filed and issued May 19th, 1894. Blount & Blount, attorneys for plaintiff in error. Filed in supreme court June 23, 1894. J. B. Whitfield, clerk.

The State of Florida to the sheriff of the supreme court of said State, Greeting:

Whereas, on the petition of William Richardson, trustee, alleging that in the record and proceedings and also in the rendition of judgment in a certain cause in the circuit court of our first
60 judicial circuit in and for Escambia county, between William Richardson, trustee, as plaintiff, and L. & N. R. R. Co. and Martin H. Sullivan and Emily S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, as defendants, manifest error hath happened, to the great damage of the said William Richardson, trustee, a writ of error hath been awarded that our supreme court, having inspected the record and proceedings aforesaid, may cause to be done therein to correct that error what of right and according to law should be done:

Therefore we command you that you make known to the said L. & N. R. R. Co. and M. H. Sullivan and E. S. Sullivan, as executor and executrix of D. F. Sullivan, deceased, that they be before our said supreme court, at the city of Tallahassee, on the 25th June, A. D. 1894, then and there to hear the record and proceedings aforesaid and the errors assigned, if to it it shall seem expedient, and further to do and receive what our said court shall in that behalf consider; and have you then and there this writ.

Witness the Honorable Geo. P. Raney, chief justice of the said supreme court, and the seal of the said circuit court this 19th day of May, in the year of our Lord one thousand eight hundred and ninety-four.

[SEAL.]

JNO. DE LA RUA,

Clerk of the Circuit Court of Escambia County.

(Indorsement:) In the supreme court, State of Florida. William Richardson, trustee, plaintiff in error, *vs.* L. & N. R. R. Co. and Sullivan's Executors, defendant in error. *Scire facias ad audiendum errores.* Issued May 19th, 1894. Service of the within writ is hereby acknowledged May 26th, 1894. Richard L. Campbell, attorney for Sullivan's executors. Richard L. Campbell. Blount & Blount, att'ys for plaintiff in error.

Executed this first day of June, 1894, by delivering a true copy of the within writ to E. O. Saltmarsh, superintendent and business

agent, resident in Escambia county, Florida, of the Louisville & Nashville Railroad Company, in the absence of the president, vice-president, secretary, cashier, treasurer, general manager, and all of the directors of said company.

GEO. E. SMITH, *Sheriff*,
Pr. L. M. BROOKS,
Deputy Sheriff.

Filed in supreme court June 23rd, 1894.

J. B. WHITFIELD, *Clerk*.

And afterwards, to wit, on the 23rd day of June, A. D. 1894, came the plaintiff in error and filed herewith his assignment of errors to the judgment of the said circuit court of the State of Florida; which said assignment of errors is in the words and figures as follows, to wit:

In the Supreme Court of Florida.

WILLIAM RICHARDSON, Trustee, Plaintiff in Error,	}
<i>vs.</i>	
LOUISVILLE & NASHVILLE RAILROAD COMPANY and M. H. SULLIVAN and Emily S. Sullivan, as Executor and Executrix of	
62 D. F. Sullivan, Deceased, Defendants in Error.	

The plaintiff in error assigns as error in the ruling of the court below:

1.

The refusal of the court to admit in evidence the grant from Alexander Ramirez to Vincente S. Pintado.

W. A. BLOUNT,
Attorney for Plaintiff in Error.

And at a subsequent day, to wit, on the 15th day of September, 1896, during a regular term of the supreme court of the State of Florida, judgment was rendered by the said supreme court of the State of Florida in the words and figures as follows, to wit:

WILLIAM RICHARDSON, Trustee, Plaintiff	}	Upon Writ of Error to a Judgment of the Circuit Court within and for the County of Escambia.
in Error,		
<i>vs.</i>		
THE LOUISVILLE & NASHVILLE RAILROAD Company and M. H. Sullivan and Emily S. Sullivan, Executor and Executrix of the Estate of D. S. Sullivan, Deceased, Defendants in Error.		

63 Upon motion and consent of counsel it is ordered that this cause be advanced for hearing and determination, and the cause having been submitted to the court upon a transcript of the record of the judgment entered herein and the argument of counsel

for the plaintiff in error, counsel for the defendant in error having filed no briefs, and the record having been seen and inspected, and the court being now advised of its judgment to be given in the premises, it seems to the court that there is no error in the said judgment. It is therefore considered, ordered, and adjudged by the court that the said judgment of the circuit court be, and is hereby, affirmed; and it is further ordered that the plaintiff in error do pay the costs of this proceeding, taxed at the sum of \$—; all of which is ordered to be certified to the court below.

The opinion of the court in this cause was this day read by Mr. Chief Justice Mabry and ordered to be filed.

The opinion of the court in this cause is in the words and figures following:

WILLIAM RICHARDSON, Trustee, Plaintiff in Error,	} Escambia County.
vs.	
SULLIVAN'S EXECUTORS and THE LOUISVILLE & Nashville Railroad Company, Defendants in Error.	

64 Writ of error from the circuit court for Escambia county in an action of ejectment.

MABRY, C. J.:

Plaintiff in error was complainant in the circuit court and judgment was rendered against him at a term of that court held in April, 1894. At a former term of the court plaintiff in error obtained a judgment for the land sued for, but this judgment was reversed on appeal to this court (*Sullivan v. Richardson*, 33 Fla., 1; 14 South. Rep., 692).

On the former trial plaintiff in error offered in evidence as a basis of title to the locus demanded an alleged Spanish grant from Don Alexander Ramirez, intendant of the army and superintendent general, &c., to Don Vincente Sebastian Pintado, and familiarly known in Pensacola, Florida, as the Pintado grant. It is not deemed necessary to set out the grant here, as it appears in translation in the statement accompanying the former opinion in this case, where it may be found. Certain objections to the introduction of the alleged grant, not extending to the legal effect of its terms or to the power of the officer who executed it to make a grant of the property involved in the action, were made and overruled. The court's action in overruling the objections stated was sustained in the former opinion, and the construction and validity of the alleged grant came before the court for consideration. In construing the grant it was held that its purpose as to the water front therein described was not to grant the land and water as such within the described limits, but the right to use the same within such limits and to the depth stated below the surface of the soil for the

65 purpose of constructing wharves and houses for bathing,

such right of use being to the exclusion of any similar right of use in any other individuals and subordinate to the right of the King and the public to construct wharves with municipal or common funds within such limits; also, that while the King of Spain could have made such a grant to Pintado, it would have been contrary to his laws then in force in West Florida and a case of special exception from their effect, and that Ramirez had no authority to make the grant, and it was void and vested no title in the grantee.

On the last trial, the proceedings of which are now before us, the plaintiff in error offered the same alleged grant in evidence in connection with proof of its execution, and also a deraignment of paper title to the property in question from Pintado's heirs to himself, and the offer was rejected by the court. It is not questioned that the locus in question is within the designated limits of the alleged grant. The ruling of the court, in view of the former decision here, was evidently based upon the theory that the meaning of the alleged grant, so far as the extension or space of the bay of Pensacola therein described is concerned, was not to convey the land and water as such, but the right to use the same within the said limits and to the depth stated below the surface of the soil for the purpose of constructing wharves and houses for bathing, such right of use being to the exclusion of any similar right in any other individuals and subordinate to the right of the King and the public to construct wharves with municipal or common funds within said limits, and that it was not within the authority of Ramirez to make the grant as thus construed, and it was void as to the space therein described as the extension of the bay of Pensacola. The theory, both as to the

66 construction of the grant and the authority of Ramirez to make it, is fully sustained by the former decision made in the case (*Sullivan v. Richardson, supra*), and the authorities and reasoning upon which the conclusion was then reached are fully stated therein.

We do not deem it necessary to review the authorities again, but, upon the decision made, affirm the ruling of the circuit judge in excluding the alleged grant as evidence to be considered by the jury on the grounds above stated. Order to be made affirming the judgment.

And afterwards, to wit, on the 22nd day of September, 1896, the following order was entered by the supreme court of the State of Florida, to wit:

WILLIAM RICHARDSON, Trustee, Plaintiff in Error,

vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY and M. H. Sullivan and Emily S. Sullivan, Executor and Executrix of the Estate of D. F. Sullivan, Deceased, Defendants in Error.

In this cause, the judgment of the circuit court in and for Escambia county, Florida, having been affirmed, it is now certified that this is the highest court of law in the State of

Florida in which a decision in this suit can be had; that the plaintiff in error herein claimed that the grant of land and water relied upon by him, as shown by the record, was included in the grants which remained confirmed under the terms of the treaty between the United States and Spain, dated February 22nd, 1819, and that an inquiry by this court into the authority of the officer making such grant, he having general authority to make grants, was prevented by the operation of said treaty; that the decision of this court was adverse to such contention and determined that such inquiry could be made, and that said officer had no power to make said grant, and that said grant was void; and that there was thereby drawn in question and decided adversely to the plaintiff in error a title, right, or privilege claimed under a treaty of the United States.

And this certificate is made a part of the record.

And afterwards, to wit, on the 23rd day of September, 1896, the following petition was filed and order granted by the supreme court of the State of Florida, to wit:

Honorable M. H. Mabry, chief justice of the supreme court of the State of Florida:

Your petitioner, William Richardson, trustee, humbly represents that in the decision of a cause wherein he was plaintiff in error and The Louisville and Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, as executor and executrix of the
 68 estate of D. F. Sullivan, deceased, were defendants, lately pending and decided in the supreme court of Florida, there was error in that the court decided that it had authority, in spite of the provisions of the treaty of the United States with Spain, dated February 22nd, 1819, to enquire into the power of Alexandro Ramirez, intendant of Spain, the officer making the grant upon which the plaintiff in error relied, to grant the property in controversy in said cause, and in that the court decided that the said officer had no power to make such grant, and that said grant was void.

And your petitioners are further advised that the said decision presents a Federal question reviewable by the Supreme Court of the United States. Therefore he prays that he may be allowed a writ of error to the said Supreme Court of the United States, in order that the said judgment and decision may be reviewed and justice done in the premises.

W. A. BLOUNT,

Attorney for William Richardson, Trustee, Petitioner.

The writ of error prayed for is hereby allowed.
 September 23rd, 1896.

MILTON H. MABRY,

Chief Justice of the Supreme Court of the State of Florida.

69 And afterwards, to wit, on the 23rd day of September, 1896, plaintiff in error filed his bond on writ of error in the words and figures following, to wit:

WILLIAM RICHARDSON, Trustee, Plaintiff in Error,

vs.
THE LOUISVILLE & NASHVILLE RAILROAD COMPANY and M. H. Sullivan and Emily S. Sullivan, Executor and Executrix of the Estate of D. F. Sullivan, Deceased, Defendants in Error. }

Know all men by these presents that we, William Richardson, trustee, and W. H. Knowles, are held and firmly bound unto the above-named Louisville & Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, as executor and executrix of the estate of D. F. Sullivan, deceased, in the sum of two hundred and fifty dollars (\$250.00); for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Signed and sealed this 21st day of September, 1896.

The condition of the foregoing obligation is such that whereas the above-named William Richardson, trustee, is prosecuting an appeal to the Supreme Court of the United States to reverse the decree rendered in the above-entitled suit by the supreme court of the State of Florida;

70 Now, therefore, if the above-named William Richardson, trustee, prosecute said appeal to effect and answer all damages and costs if he fail to make said appeal good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

WM. RICHARDSON. [SEAL.]
WM. H. KNOWLES. [SEAL.]

STATE OF FLORIDA, }
County of Escambia. }

Before the subscriber, a notary public in and for said county and State, personally appeared W. H. Knowles, who, being duly sworn, says that he is worth the sum of two hundred and fifty dollars (\$250.00) over and above all his just debts, liabilities, and exemptions, in property subject to execution.

WM. H. KNOWLES.

Sworn to and subscribed before me this 21st day of September, A. D. 1896.

J. WHITING HYER,
Notary Public.

This bond is approved by me this 23rd day of September, A. D. 1896.

MILTON H. MABRY,
Chief Justice of the Supreme Court of the State of Florida.

And afterwards, to wit, on the 23rd day of September, 1896, plaintiff in error filed the following :

71

Assignment of Errors.

WILLIAM RICHARDSON, Trustee, Plaintiff in Error,

vs.

THE LOUISVILLE & NASHVILLE RAILROAD COMPANY and M. H. Sullivan and Emily S. Sullivan, Executor and Executrix of the Estate of D. F. Sullivan, Deceased, Defendants Whereof.

And now comes the said plaintiff in error, by his attorney, and says that in the record and proceedings in the above-entitled cause there is manifest error, in this :

1. That the court erred in deciding that inquiry could be made by it into the power of Alexandro Ramirez, intendant of Spain, to make the grant of land and water contained in certificate C of the grant made by him December 17th, 1817, contained in the record.

2. That the court erred in deciding that the said officer had no power to make said grant.

3. That the court erred in deciding that the said grant was void.

4. That the court erred in deciding that the said grant did not purport to be a grant of a fee-simple title to V. S. Pintado, the remote grantor of plaintiff in error.

5. That the court erred in affirming the judgment of the lower court and thus deciding finally against the title set up by plaintiff in error.

Wherefore the said William Richardson, trustee, plaintiff in error, prays that the order and judgment of the said supreme court of the State of Florida be reversed, and that judgment herein be entered by this court in accordance with law.

W. A. BLOUNT,

Attorney for Plaintiff in Error.

And afterwards, to wit, on the 23rd day of September, 1896, a writ of error was filed in the supreme court of Florida in the following words and figures, to wit :

UNITED STATES OF AMERICA, ss :

The President of the United States of America to the honorable judges of the supreme court of the State of Florida, Greeting :

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Florida, before you or some of you, being the highest court of law or equity of the said State in which a decision can be had in the said suit between William Richardson, trustee, plaintiff in error, and The Louisville & Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, executor and executrix of the estate of D. F. Sullivan, deceased, wherein was drawn in question the construction of a clause of a treaty of the United States and the decision was against the title, right, or privilege, specially

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set up or claimed under such clause of the said treaty, a manifest error hath happened, to the great damage of the said William Richardson, trustee, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, and all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you will have the same in Washington on the 21 day of October next, in the said Supreme Court, to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of said Supreme Court, the 23rd day of September, in the year of our Lord one thousand eight hundred and ninety-six.

F. W. MARSH,

[U. S. CT. CT. SEAL.]

*Clerk of the Circuit Court of the
United States for the Northern District of Fla.,*

By JOHN McDUGALL,

Deputy Clerk.

74 UNITED STATES OF AMERICA, } ss :
State of Florida,

I, J. B. Whitfield, clerk of the supreme court of the State of Florida, by virtue of the foregoing writ of error and in obedience thereto, do hereby certify that the foregoing pages, numbered from one to seventy-three, inclusive, contain a true and complete transcript of the record of proceedings had in said court in the case of William Richardson, trustee, plaintiff in error, against The Louisville R. R. Co. and against M. H. Sullivan and Emily S. Sullivan, as executrix and executrix of D. F. Sullivan, deceased, defendants in error, as the same remains on file and of record in said court.

In testimony whereof I have caused the seal of said court to be hereunto affixed, at the city of Tallahassee, in the year of our Lord 1896, and in the Independence of the United States the one hundred and twentieth.

[Seal of Supreme Court of the State of Florida.]

JAMES B. WHITFIELD,

Clerk of the Supreme Court of the State of Florida.

75 UNITED STATES OF AMERICA, ss :

The President of the United States of America to the honorable judges of the supreme court of the State of Florida, Greeting :

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Florida, before you or some of you, being the highest court of law or equity of the said State in which a decision can be had in the said suit between William Richardson, trustee, plaintiff in error,

and The Louisville & Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, executor and executrix of the estate of D. F. Sullivan, deceased, wherein was drawn in question the construction of a clause of a treaty of the United States and the decision was against the right, title, or privilege specially set up or claimed under such clause of the said treaty, a manifest error has happened, to the great damage of the said William Richardson, trustee, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid and all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you will have the same in Washington on the 21 day of October next, in the said supreme court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the 23 day of September, in the year of our Lord one thousand eight hundred and ninety-six.

[Seal of U. S. Circuit Court, Northern Dist. of Florida.]

F. W. MARSH,

*Clerk of the Circuit Court of the United States for the
Northern District of Florida,*

By JOHN McDOUGALL,
Deputy Clerk.

[Endorsed:] Filed in supreme court, State of Florida, Sep. 23, 1896. J. B. Whitfield, clerk.

76 UNITED STATES OF AMERICA, ss:

To the Louisville & Nashville Railroad Company and M. H. Sullivan and Emily S. Sullivan, executor and executrix of the estate of D. F. Sullivan, deceased, Greeting:

You are hereby cited and admonished to be and appear in the Supreme Court of the United States, at Washington, within thirty days of the date hereof, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Florida, wherein William Richardson, trustee, is plaintiff in error and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected and why speedy justice should not be done the parties in that behalf.

Witness the Honorable Milton H. Mabry, chief justice of the supreme court of the State of Florida, this 23 day of September, in the year of our Lord one thousand eight hundred and ninety-six.

MILTON H. MABRY,

Chief Justice of the Supreme Court of the State of Florida.

[Endorsed:] Received the within citation at Pensacola, Fla., on the 24th day of September, A. D. 1896, and executed same by delivering a copy to E. O. Saltmarsh, superintendant of the Louisville and Nashville R. R. Co., and to M. H. Sullivan, one of the executors of the estate of D. F. Sullivan, deceased, at Pensacola, Fla., on the 24th day of September, A. D. 1896. Samuel Puleston, U. S. marshal, per Henry Bellinger, deputy marshal.

Endorsed on cover: Case No. 16,417. Florida supreme court. Term No., 251. William Richardson, trustee, plaintiff in error, *vs.* The Louisville & Nashville Railroad Company and M. H. Sullivan & Emily S. Sullivan, executor and executrix of D. F. Sullivan, deceased. Filed October 21st, 1896.